



Horning Marina Mooring Terms 2023

Mooring Licence

Berths are provided on an annual licence from 1st of November in a given calendar year to 31st of October the following year.

The licence is personal to the boat owner and may not be transferred to any other party without the prior agreement of the company.

The berth shall only be used for the vessel named on the mooring agreement by the owner.

Owners must apply for a new licence each year and Horning Marina reserves the right to refuse such applications for any reason.

Allocation and location of a mooring is at the company's discretion and owners shall not have exclusive rights over any particular berth.

Mooring fees are payable annually in advance or can be arranged on a quarterly or monthly basis which are subject to a 10% surcharge.

Should the owner wish to leave the mooring during the mooring year, Horning Marina will refund the remaining full months left of the mooring year minus a £50 admin fee. We do request a full month's notice for vacating a mooring mid year.

Mooring fees are calculated on the overall length of the vessel inclusive of bowsprits, pulpits, pushpits, bathing platforms, davits and any other protuberances. Vessels will be measured to the nearest half metre.

Electricity is charged at 20 pence per unit and available from the office. This may increase as a result of our energy suppliers increasing.

Use of the Berths

Berths are for the private use of owners, their families and guests. No hiring out of vessels or other commercial use is permitted anywhere on the premises.

Residential use of vessels moored on the premises is not permitted.

Quay heading, walkways and pontoons may not be defaced with signage or any other fixtures and fittings.

Dinghies, tenders and rafts must be stored aboard the vessel, unless a separate mooring/storage has been agreed with Horning Marina.

Dinghies, storage boxes and other ancillary equipment must not be kept on shore unless otherwise agreed with Horning Marina.

Vessels must not be run in gear whilst tied up.

Liability and Insurance

All persons using any part of the premises do so at their own risk. Horning Marina will not be held liable for, injury or damage caused to any person, vessel or other property on the premises unless such loss, injury or damage is caused by the negligence or wilful act of Horning Marina or its agents.

The owner will be responsible for the conduct of his family, crew, guests and subcontractors whilst they are on the premises.

The owner shall at all times maintain adequate insurance cover.

- a. against loss or damage in respect of their vessel and vehicles
- b. against any claim by a third party for the loss or damage caused by his actions or those of any person for whom he is responsible.
- c. and shall produce evidence of all such insurance policies to the company within 7 days of being requested to do so.

The owner shall indemnify the company against any loss, injury, damage, claims or proceedings caused by the owner, his vessel or vehicles or any person whom he is responsible.

Horning Marina reserves the right to move vessels moored on the premises to any other part of the premises at any time and for any reason.

Vessels moored on the premises must have a current river toll licence and Boat Safety Certificate.

Sub Contractors

Any work, surveys, inspections or assistance supplied by any person not employed by Horning Pleasurecraft must be an "approved sub-contractor" as defined by Horning Pleasurecraft.

To provide a safe environment on the marina we require that all personnel working on the marina, but who are not employed by Horning Pleasurecraft, are required to show a public liability insurance certificate, sign in and out of the marina office and sign up to our terms of business.

The owner must inform the office if an outside contractor is to work on their vessel and must also ensure that the contractor is approved by the company. If the contractor is

not approved, the contractor should contact the office to arrange the necessary paperwork.

Safety

The company reserves the right to move or carry out emergency work to any vessel in order to ensure the safety of the vessel, the premises, other users of the premises and their vessels. The owner shall be responsible for the reasonable charges of the company arising from such work.

Owners shall ensure that their vessels are moored safely, securely and in a manner deemed appropriate by the Horning Marina.

The owner shall take all necessary precautions against the outbreak of fire in or on his vessel and shall provide and maintain an appropriate number of fire extinguishers in or on the vessel for immediate use in the case of a fire.

No vessel entering, leaving or manoeuvring within the premises shall be navigated at such a speed or in such a manner as to endanger or inconvenience other users of the premises.

No noisy or noxious engines, radios or other equipment shall be operated on the premises in such a way to cause a nuisance or annoyance to Horning Marina, other users of the premises or to any persons residing nearby.

Pontoons and walkways must be kept clear at all times.

Ropes and cables must be left in such a way as to not cause obstruction to the walkways and pontoons.

Sale of Vessels

In the event that an owner wishes to offer their vessel for sale whilst on the premises:

Should the owner of the vessel wish to advertise the vessel for sale whilst remaining moored on Horning Marina and using the services of a Broker, Horning Pleasurecraft shall charge a 1% commission fee on the agreed sale price of the vessel & each viewing hosted by the visiting agent & clients should be logged & signed in at the main office.

Refuse

We can only dispose of general domestic waste. You must take all other waste away from the site.

There is a skip for general waste provided on site. Please do not leave large items, DIY waste, appliances, oil, batteries etc – these will be placed back on your boat.

Dogs on site

Dogs are permitted on the premises but must be kept on leads at all times and please ensure that any mess is cleared up. Berth holders choosing to not comply with this shall have their licence reviewed.

Other General Conditions

The company may have use of the berth when it is left vacant by the owner. The company reserves the right to reassign a berth at any time.

Termination of Licence

In the event of a breach by the owner of any of these conditions or a failure by the owner to make any payment due to Horning Marina, then Horning Marina may serve notice on the owner specifying the breach or the failure to pay and requiring the owner to remedy the breach or pay the amount due within 14 days.

If the owner fails to remedy the breach or pay the amount due within 14 days, or if the breach is not capable of remedy, then Horning Marina may serve notice upon the owner terminating their licence and requiring them to remove the vessel and any other property for which they are responsible, within 28 days.

If the owner fails to remove a vessel on termination of the licence (whether terminated under clause above or through expiration of the licence term) then Horning Marina shall be entitled:

- a. to charge daily mooring fees at the current rate.
- b. to remove, at the owner's risk, the vessel from the premises and secure it elsewhere and charge the owner with all the reasonable costs incurred.

Written notice should be provided by both parties in order to terminate the licence.

Change of Details

The owner must notify the company in writing of the details of any change of names of the vessel or any change of address or telephone number of the owner.

The company reserves the right to vary these Terms and conditions at any time and display them in its office.